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Southern District of New York  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
UNITED STATES OF AMERICA, :

- Plaintiff, :

v. :

THE SHUBERT ORGANIZATION, INC., :  
BELASCO THEATRE CORP., and LYCEUM :  
THEATRE CORP., :

Defendants. :  
-----X

**CONSENT DECREE**

03 Civ.



103 Civ. 03-2

WHEREAS, the United States of America (the "Government") commenced this action to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA") against the Shubert Organization, Inc., and its subsidiaries, the Belasco Theatre Corp. and the Lyceum Theatre Corp., (collectively "Shubert" or "Defendants") under Title III of the ADA, 42 U.S.C. §§ 12181 et seq., and the Department of Justice regulations implementing Title III of the ADA, 28 C.F.R. Pt. 36 (the "Regulations"), and 28 C.F.R. Pt. 36, App. A (the "Standards"), with respect to the following theatres: the Ambassador, located at 219 West 49<sup>th</sup> Street; the Barrymore, located at 243 West 47<sup>th</sup> Street; the Belasco, located at 111 West 44<sup>th</sup> Street; the Booth, located at 225 West 45<sup>th</sup> Street; the Broadhurst, located at 235 West 44<sup>th</sup> Street; the Broadway, located at Broadway at 53<sup>rd</sup> Street; the Cort, located at 138 West 48<sup>th</sup> Street; the

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Golden, located at 252 West 45<sup>th</sup> Street; the Imperial, located at 235 West 44<sup>th</sup> Street; the Longacre, located at 220 West 48<sup>th</sup> Street; the Lyceum, located at 149 West 45<sup>th</sup> Street; the Plymouth, located at 236 West 45<sup>th</sup> Street; the Royale, located at 242 West 45<sup>th</sup> Street; the Shubert, located at 225 West 44<sup>th</sup> Street; and the Winter Garden, located at 1634 Broadway (collectively, the “theatres”);

WHEREAS, the complaint alleges that Shubert violated Title III of the ADA by failing to remove architectural barriers to access at the theatres where such barrier removal is readily achievable, or, where such barrier removal is not readily achievable, by failing to make goods and services at the theatres available through readily achievable alternatives to barrier removal; by failing to make reasonable modifications to policies, practices, or procedures at the theatres, including providing individuals with disabilities equal access to tickets; and by failing to have a reasonable number of wheelchair seating locations, companion seating locations, and designated aisle transfer seats that are dispersed throughout the seating areas, that are readily accessible to, and usable by, individuals with disabilities, and that provide lines of sight comparable to persons without disabilities;

WHEREAS, the complaint alleges that the theatres are places of public accommodation within the meaning of 42 U.S.C. § 12181(7) because their operations affect commerce, and the theatres are facilities that include a theatre, bars that serve food or drink, and merchandise concessions. 42 U.S.C. §§ 12181(7)(B), (C), (E), 12182; 28 C.F.R. § 36.104;

WHEREAS, Shubert denies liability for any violation of Title III of the ADA with respect to the theatres, and enters into this Consent Decree without admitting any issue of fact or law;

WHEREAS, Shubert contends that it has long been committed to meeting the needs of its patrons with disabilities, even prior to the enactment of the ADA; that much of the Stipulated Relief set forth in this Consent Decree has already been accomplished, voluntarily, by Shubert; that it has removed architectural barriers to access, made goods and services available to patrons with disabilities, established policies and practices providing individuals with disabilities equal access to tickets, created wheelchair seating locations, companion seats and aisle transfer seats wherever readily achievable, provided accessible paths of travel and modified telephones, drinking fountains and restrooms in compliance with ADA standards; and

WHEREAS, the Government and Shubert agree that settlement of these matters without further litigation is in the public interest and that this Consent Decree is an appropriate means of resolving these matters;

NOW, THEREFORE, IT IS HEREBY ORDERED and DECREED as follows:

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this action pursuant to 42 U.S.C. § 12188; 28 U.S.C. §§ 1331 and 1345.

#### **APPLICATION AND PARTIES BOUND**

2. The parties to this Consent Decree agree to settle and compromise this action on the terms contained herein. This Consent Decree applies to, and is binding upon, the Shubert Organization, Inc., the Belasco Theatre Corp., the Lyceum Theatre Corp. and the Government. This Consent Decree also applies to and binds the successors-in-interest and assignees of Defendants. Defendants shall have a duty to notify all successors-in-interest and assignees of this Consent Decree. The undersigned representatives of the parties certify that they are authorized to

enter into and consent to the terms and conditions of this Consent Decree and to execute and legally bind the parties to it.

## **STIPULATED RELIEF**

### **A. ARCHITECTURAL MODIFICATIONS AND ACCOMMODATIONS**

3. Defendants shall maintain power assist accessible entry doors on an accessible entrance route at the main entrance that meets the requirements of Standards § 4.13 in each theatre, with the exception of the Ambassador and Belasco theatres. Defendants shall maintain signage in each theatre, with the exception of the Ambassador and Belasco theatres, indicating the location of the power assist doors that meets the requirements of Standards § 4.1.6(1)(h). Defendants shall maintain the thresholds at the power assist doors to meet the requirements of Standards § 4.13.8. Defendants shall maintain the door closers to meet the requirements of Standards § 4.13.10. Defendants shall maintain alternate accessible entrances in the Ambassador and Belasco theatres that meet the requirements of Standards § 4.13. Defendants shall maintain signage that meets the requirements of Standards § 4.1.2(7)(c) at the exterior of all inaccessible designated public entrances indicating the location of accessible entrances.

4. Defendants shall maintain a wheelchair accessible unisex toilet room that meets the requirements of Standards §§ 4.16, 4.17, 4.19, 4.22 and 4.30 in the Ambassador, the Barrymore, the Belasco, the Booth, the Broadhurst, the Broadway, the Imperial, the Longacre, the Lyceum, the Plymouth, the Royale, and the Winter Garden theatres.

5. With respect to the Shubert theatre, Defendants shall provide patrons who use wheelchairs with an accessible toilet room in the Sardi Building directly across the street from the Shubert Theatre. The accessible toilet room shall be available one-half hour before the

performance and throughout the performance. In the event that the Sardi Building is no longer available, Defendants shall designate an alternative accessible toilet room.

6. With respect to the Golden theatre, Defendants shall provide patrons who use wheelchairs with an accessible toilet room in the Milford Plaza Hotel located directly next door to the Golden. The accessible toilet room shall be available one-half hour before the performance and throughout the performance. In the event that the Milford Plaza Hotel is no longer available, Defendants shall designate an alternative accessible toilet room.

7. With respect to the Cort theatre, Defendants shall provide patrons who use wheelchairs with an accessible toilet room in the Renaissance Hotel at Seventh Avenue and 48<sup>th</sup> Street. The accessible toilet room shall be available one-half hour before the performance and throughout the performance. In the event that the Renaissance Hotel is no longer available, Defendants shall designate an alternative accessible alternative toilet room.

8. In each of the Shubert, the Golden and the Cort theatres, Defendants shall provide signage notifying patrons of the off-site accessible toilet rooms, and Defendants' employees shall provide oral and written directions to such facilities.

9. Defendants shall maintain one telephone in the ticket lobby of each theatre, except for the Golden theatre, that is compliant with the height requirements in Standards § 4.31.3, the hearing aid compatibility and volume requirements in Standards § 4.31.5, and the pushbutton control requirements in Standards § 4.31.6. Defendants shall maintain in the lobby of each theatre one accessible text telephone that is compliant with Standards § 4.31.9(1) and conspicuously displayed signage directing individuals with disabilities to such telephone. With respect to the Golden theatre, Shubert shall maintain conspicuously displayed signage directing

patrons to the nearest accessible telephone that complies with the requirements in Standards §§ 4.31.3, 4.31.5 and 4.31.6.

10. Defendants shall maintain at least one drinking fountain on the orchestra level of each theatre, with the exception of the Golden theatre, that is compliant with the requirements of Standards §§ 4.15.2, 4.15.3, and 4.15.4. At the Golden theatre, Shubert shall maintain stocked cup holders at all drinking fountains and shall provide drinking water to wheelchair users upon request.

11. Defendants shall either (a) provide waiter service in each of the theatres for any food and beverage concessions that are available to the general public for wheelchair users at their designated accessible seating locations during intermissions (before the performance, a waiter shall ask wheelchair users at their designated accessible seating locations if any food or beverage is desired), or (b) provide concession facilities that meet the requirements of Standards § 7.2 (2)(iii). In the event that Defendants provide waiter service, Defendants shall issue together with the ticket to wheelchair seating a written notice informing wheelchair users of the availability of waiter service during intermissions. In addition, in the event that Defendants provide waiter service, Defendants shall (a) provide on their Internet site notice informing wheelchair users of the availability of waiter service during intermissions, and (b) provide in the theatre lobby signage that complies with Standards §§ 4.30.2 and 4.30.5 informing wheelchair users of the availability of waiter service during intermissions.

12. Defendants shall maintain one pass-through and writing counter at a maximum height of 36 inches at one of the ticket windows in each theatre. Attached hereto as Exhibit A is a drawing of a pass-through/writing counter plan.

13. Defendants shall modify the theatres' signage as follows: (a) provide and maintain raised and Braille signage in compliance with Standards §§ 4.30.4, 4.30.5 and 4.30.6 that designates coatrooms, lobbies, public restrooms and lounges where permanent identification is provided; (b) provide and maintain signage that complies with Standards §§ 4.30.2, 4.30.3, 4.30.4, 4.30.5, and 4.30.6 that identifies the accessible entrances or egress, respectively; and (c) provide and maintain signage that provides direction to, or information about, functional spaces that complies with Standards §§ 4.30.2 and 4.30.5. Entrance signage shall be provided and maintained in compliance with Standards § 4.30.7.

14. Defendants shall maintain in each theatre an accessible egress route as shown in Exhibits B1 through B11.

15. Defendants shall removal protruding objects or maintain cane-detectable barriers for protruding objects in compliance with the requirements of Standards §§ 4.4.1 and 4.4.2 as shown in Exhibit D. Notwithstanding any term of this Consent Decree, specifically reserved and excluded from the scope and terms of this Consent Decree as to any entity or person, including the Government, is any claim arising under the Americans with Disabilities Act of 1990 and the Department of Justice regulations implementing the ADA pertaining to light sconces not included in Exhibit D that are protruding objects. The Government shall continue to investigate to determine whether it is readily achievable to move light sconces that are protruding objects or to provide a cane detectable barrier for light sconces that are protruding objects. The parties agree to engage in good faith negotiations to resolve any issues relating to light sconces that are protruding objects.

**B. ALTERATIONS**

16. Nothing in this Consent Decree shall prevent Defendant from making alterations to the theatre, as defined in 42 U.S.C. §12183 and 28 C.F.R. § 36.402(b), in addition to those alterations required by the Consent Decree. Any such additional alterations not contemplated by this Consent Decree shall be made in accordance with the ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. Pt. 36, App. A, and any amendments thereto.

**C. WHEELCHAIR AND COMPANION SEATING LOCATIONS**

17. Defendants shall provide or install and maintain wheelchair and companion seating locations at the theatres as set forth in Exhibits C1 through C15. No wheelchair seating locations that Defendants are required to provide or install shall be set on removable platforms.

18. All wheelchair and companion seating locations that Defendants are required to provide or install shall adjoin an accessible route and comply with Standards §§ 4.33.2 and 4.5.3. It will be sufficient for Defendants to provide one accessible means of egress for each seating location that Defendants are required to provide or install.

**D. DESIGNATED AISLE SEATS**

19. Defendants shall provide and maintain seats that are equipped with folding armrests ("designated aisle seats") in a number equal to one percent of the seating capacity of each theatre (e.g., in the Shubert theatre that has a seating capacity of 1460, there shall be 15 designated aisle seats), which will be dispersed throughout the theatre. See Standards § 4.1.3(19)(a).

20. Defendants shall provide conspicuous signage in the ticket lobbies stating the availability of designated aisle seats.



## **E. TICKET POLICIES AND PRICING**

### Methods of Purchase

21. Defendants shall provide for the availability of tickets for wheelchair and companion seating locations and aisle transfer seating for all performances at the theatres in the same manner as they make tickets available to members of the general public through all methods and at all locations controlled by Defendants.

22. Defendants shall permit wheelchair users to purchase multiple companion seats for each such performance (to the extent available). However, the price of only one of the companion seats will be governed by the pricing provisions of paragraph 24 of this Consent Decree. The additional companion seats may be priced at the price of the tickets for conventional seats for persons without disabilities in the same row.

### Release of Seating Locations

23. Designated accessible wheelchair and companion seating locations shall be the last seating to be sold. When all publicly available non-accessible seating locations are sold out:

- A. Four days (96 hours) after all publicly available non-accessible seating is sold out for a particular performance, Defendants shall be permitted to release the unsold wheelchair and companion seating locations for sale to the public, including patrons who do not request accessible seating locations; Defendants nonetheless shall continue to reserve one-half, but not more than three, of the wheelchair and companion seating locations for purchase exclusively by persons with disabilities and their companions;
- B. Within 24 hours of the particular performance, Defendants shall be

permitted to release the remaining unsold wheelchair and companion seating locations for sale to the public, including patrons who do not request accessible seating locations.

#### Ticket Pricing

24. The ticket pricing for wheelchair and companion seating locations in each theatre shall be as follows:

Ambassador: For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and five wheelchair and five companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Barrymore: For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Belasco: For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the

lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

**Booth:** For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

**Broadhurst:** For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

**Broadway:** For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for

persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Cort: For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Golden: For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Imperial: For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and two wheelchair and two companion

seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for that performance.

Longacre: For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and one wheelchair and one companion seating location shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for that performance.

Lyceum: For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Plymouth: For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their

companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Royale: For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Shubert: For any performance at the theatre, three wheelchair and three companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and four wheelchair and four companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations in the same row are offered for sale for that performance.

Winter Garden: For any performance at the theatre, two wheelchair and two companion seating locations shall be offered for sale to wheelchair users and their companions at the lowest ticket price at which tickets are offered for sale for conventional seats for persons without disabilities at the theatre, and eighteen wheelchair and eighteen companion seating locations shall be offered for sale to wheelchair users and their companions at the price at which adjacent orchestra level seating locations

in the same row are offered for sale for that performance.

**F. ADA COORDINATION AND PUBLICITY**

25. Defendants shall publicize the availability, pricing, and locations of wheelchair seating, companion seating, and designated aisle seating in any theatre guides, seating charts and playbills published by Defendants and on Defendants' Internet site.

**G. STATEMENTS OF COMPLIANCE**

26. On or before December 31, 2003, Defendants shall complete their obligations under paragraph 3 through 25, except paragraph 14, of this Consent Decree. On or before December 31, 2003, Defendants shall each submit to the Government a statement under penalty of perjury that they have complied with the obligations under paragraphs 3 through 25, except paragraph 14, of this Consent Decree. On or before December 31, 2003, Defendants shall complete their obligations under paragraph 14 of this Consent Decree with respect to the Ambassador, Barrymore, Broadway, Cort, Imperial, Longacre, Lyceum, Shubert and Winter Garden. On or before December 31, 2003, Defendants shall each submit to the Government a statement under penalty of perjury that they have complied with the obligations under paragraph 14 of this Consent Decree with respect to the Ambassador, Barrymore, Broadway, Cort, Imperial, Longacre, Lyceum, Shubert and Winter Garden. On or before December 31, 2004, Defendants shall complete their obligations under paragraph 14 of this Consent Decree with respect to the Belasco, Booth, Broadhurst, Golden, Plymouth and Royale. On or before December 31, 2004, Defendants shall each submit to the Government a statement under penalty of perjury that they have complied with the obligations under paragraph 14 of this Consent Decree with respect to the Belasco, Booth, Broadhurst, Golden, Plymouth and Royale.

## **H. RIGHT TO REVIEW COMPLIANCE**

27. Upon reasonable advance notice to Defendants (through undersigned counsel), Defendants shall permit the Government and any persons acting on its behalf (including consultants) reasonable access to the theatres to review compliance with this Consent Decree.

28. The Government shall have the right to verify compliance with the ticket policies of this Consent Decree (paragraphs 21 through 24) through means available to the general public, including communications to determine the availability and pricing of tickets to theatre performances, without advance notice to Defendants.

29. If the Government believes that Defendants have violated this Consent Decree, the Government shall notify Defendants (through undersigned counsel) in writing and seek to resolve the matter amicably before applying to the Court for relief.

## **I. MISCELLANEOUS PROVISIONS**

30. Exhibits A through D to this Consent Decree are incorporated by reference into this Consent Decree and the terms set forth on those exhibits are part of this Consent Decree as though fully set forth in the Consent Decree.

31. There shall be no modification of this Consent Decree absent Court order (a) approving an application to modify the Consent Decree on written consent of the Government and Defendants, or (b) granting an application for the modification of this Consent Decree. Any application made pursuant to this paragraph shall be on notice to all parties (through undersigned counsel).

32. Defendants shall deliver to the Government a check in the amount of \$46,875 payable to the United States Attorney's Office for the Southern District of New York within 30



days after the date of the Court's entry of this Consent Decree.

33. This Consent Decree represents the entire agreement between the Government and Defendants. This Consent Decree supersedes any prior agreements, oral representations, or statements made between the Government and Defendants with respect to theatres listed in this Consent Decree.

34. To the extent that an item listed in Exhibits A through D is inconsistent with a provision contained in the body of this Consent Decree, the terms contained in the body of this Consent Decree shall govern Defendants' obligations.

35. This Consent Decree may be executed in one or more original or telecopied counterparts, all of which together shall constitute one and the same original instrument.

#### **J. RESERVATION OF RIGHTS**

36. Except as provided in the next sentence of this paragraph, nothing in this Consent Decree shall be construed as a waiver of the Government's right to seek relief against Defendants under any statutes, regulations, or rules administered by the Government. Except as provided in paragraphs 15 and 37, with respect to the theatres that are the subject of this Consent Decree, the Government will not seek relief against Defendants for violations under Title III of the ADA, or any regulations and rules promulgated thereunder based on facts relating to the allegations contained in the Government's Complaint in this action which were known or which reasonably could have been known to the Government prior to the date of the Court's entry of this Consent Decree.

37. Notwithstanding any term of this Consent Decree, specifically reserved and excluded from the scope and terms of this Consent Decree as to any entity or person, including

the Government, is any claim arising under the Americans with Disabilities Act of 1990 and the Department of Justice regulations implementing the ADA pertaining to the stage door(s), backstage, stage, below stage, orchestra pit, security and other offices, dressing and wardrobe rooms, toilet facilities in those areas, any other backstage areas, and the routes to and connecting those areas (collectively the “backstage areas”). The Government shall continue to investigate the backstage areas to determine for those areas whether it is readily achievable to remove the architectural barriers to access, readily achievable to provide alternatives to barrier removal where removal of barriers is not readily achievable, and technically feasible to bring altered areas and the paths of travel to altered primary function areas into compliance with ADA Standards. The parties agree to engage in good faith negotiations to resolve any issues relating to the backstage areas.

**K. COSTS AND ATTORNEY’S FEES**

38. Except as provided in paragraph 32 above, the Government and Defendants shall bear their own costs and attorney's fees in this action.

**RETENTION OF JURISDICTION**

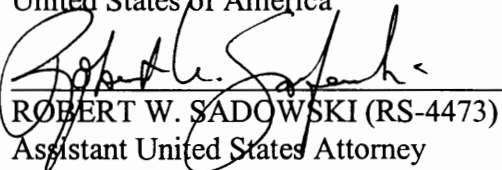
39. The Court shall retain jurisdiction of this action for three (3) years after the Court's entry of this Consent Decree (a) to enforce or modify the provisions of this Consent Decree, (b) to resolve any dispute that arises under this Consent Decree, and (c) to entertain any application and issue any orders as may be necessary or appropriate in connection with subsections (a) and (b) of this paragraph. Notwithstanding the foregoing, the right of any party to make an application under paragraph 31 above shall survive for as long as this Consent Decree remains in effect.

40. The parties shall make reasonable efforts to discuss and attempt to negotiate a resolution of any dispute relating to this Consent Decree before bringing the matter to the Court's attention for resolution.

Dated: New York, New York  
September 24, 2003

JAMES B. COMEY  
United States Attorney for the  
Southern District of New York  
Attorney for Plaintiff  
United States of America

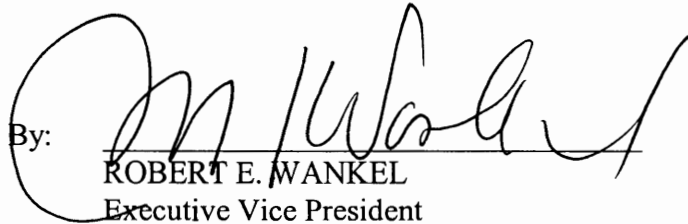
By:

  
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Fax. No.: (212) 637-2686

Dated: New York, New York  
September 22, 2003

THE SHUBERT ORGANIZATION, INC.  
BELASCO THEATRE CORP.  
LYCEUM THEATRE CORP.

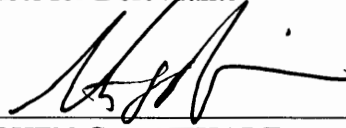
By:

  
ROBERT E. WANKEL  
Executive Vice President  
234 West 44<sup>th</sup> Street  
New York, New York 10036  
Tel. No.: (212) 944-3740

Dated: New York, New York  
September 23, 2003

JENKENS & GILCHRIST PARKER CHAPIN  
LLP  
Counsel for Defendants


By:



STEPHEN G. RINEHART  
The Chrysler Building  
405 Lexington Avenue  
New York, New York 10174  
Tel. No.: (212) 704-6000  
Fax. No.: (212) 704-6288

SO ORDERED:

9/25/03

  
UNITED STATES DISTRICT JUDGE

THIS DOCUMENT WAS ENTERED  
ON THE DOCKET ON 10-1-3